

SCHEDULE 9.3.4

COMBINATIONS

1. Unbundled Element Platform with Operator Services and Directory Assistance.

Unbundled Loop
Local Switching
Operator Services and Directory Assistance
Shared Transport
Dedicated Transport
STPs
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

2. Loop Combination

Unbundled Loop
Network Interface Device

3. Switching Combination #1

Shared Transport
Dedicated Transport
STPs
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

The price for each Combination shall include the applicable charges (including any applicable usage charges) for each unbundled Network Element provided as part of each Combination.

SCHEDULE 9.3.5

COMBINATIONS AVAILABLE THROUGH BONA FIDE REQUEST

1. Loop/Network Combination

Unbundled Loop
Shared Transport
Dedicated Transport
STPs
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

2. Switching Combination #2

Network Interface Device
Local Switching
Shared Transport
Dedicated Transport
SS7 Message Transfer & Connection Control
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

3. Switching Combination #3

Network Interface Device
Local Switching
Operator Systems
Shared Transport
Dedicated Transport
SS7 Message Transfer & Connection Control
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

4. Switched Data Services

Network Interface Device

Local Switching

Shared Transport

Dedicated Transport

Tandem Switching

5. Unbundled Element Platform Without Operator Services and Directory Assistance

Unbundled Loop

Local Switching

Shared Transport

Dedicated Transport

STPs

Signaling Link Transport

Service Control Points (SCPs)/Databases

Tandem Switching

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SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

- 1.1 Subject to the terms of **Article IX**, Requesting Carrier may order and/or request Elements either individually or as Combinations.
- 1.2 The Combinations set forth on **Schedule 9.3.4** and any additional Combination provided previously hereunder by Ameritech pursuant to the Bona Fide Request process shall be identified and described by Requesting Carrier so that they can be ordered and provisioned as a Combination and shall not require the enumeration of each Network Element within that Combination on each provisioning order; provided that in each case Requesting Carrier shall specify on each order the type of service to be provided as well as the engineering and routing characteristics (e.g., redundancy requirements and data transfer rates) Requesting Carrier requests for such Combination.
- 1.3 Requesting Carrier may order from Ameritech multiple individual Network Elements on a single order without the need to have Requesting Carrier send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location and (iii) for the same account.
- 1.4 Ameritech shall provide provisioning services to Requesting Carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting Carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Requesting Carrier requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If Requesting Carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.
- 1.5 Ameritech shall provide a Single Point of Contact (each, a SPOC) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements or Combinations. The SPOCs shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. Each SPOC shall also provide to Requesting Carrier a toll-free nationwide telephone number (operational from 8:00 a.m. to 5 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Network Elements or Combinations.

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- 1.6 Ameritech shall provide to Requesting Carrier a single point of contact (the “**Unbundling Ordering Center**”) for ordering unbundled Network Elements. A national toll-free number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of the Firm Order Commitment (FOC) to Requesting Carrier as specified in this **Schedule 9.5**.

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the “**Unbundling Service Center**”) for all provisioning, maintenance, repair, and cutover coordination. A national toll-free number will be provided from 6:30 a.m. to 12:00 a.m. CST Monday through Friday. Out of hours maintenance questions are handled by a “**Fold Down Center**.”

- 1.7 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements and agreed to Combinations ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.
- 1.8 Ameritech may not initiate any disconnection or rearrangement of any Requesting Carrier ordered Element or Combination, except as directed by Requesting Carrier or as otherwise provided in this Agreement.
- 1.9 When requested by Requesting Carrier, Ameritech will schedule installation appointments with Ameritech's representative on the line with Requesting Carrier's representative until Requesting Carrier has access to Ameritech's scheduling system.
- 1.10 Ameritech will provide Requesting Carrier with a Firm Order Confirmation (FOC) for each order, within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team but in any event, not less than forty-eight (48) hours. The FOC must contain an enumeration of Requesting Carrier's ordered Network Elements or Combination features, options, physical Interconnection, quantity, and Ameritech commitment date for order completion (“**Committed Due Date**”), which commitment date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.11 Upon work completion, Ameritech will provide Requesting Carrier electronically (unless otherwise notified by Requesting Carrier) with an order completion per order that states when that order was completed. Ameritech shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.

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- 1.12 Ameritech will perform pre-testing of Network Elements and Combinations in accordance with Ameritech's standards. At Requesting Carrier's request, Ameritech will make available to Requesting Carrier on a weekly batch basis any available test and turn-up results in support of the Network Elements or Combinations ordered by Requesting Carrier. Requesting Carrier shall be responsible for any costs incurred by Ameritech to provide copies of any available results. If Requesting Carrier requests Ameritech to provide Requesting Carrier with any test or turn-up results which Ameritech does not then generate, Requesting Carrier shall request such results through the Bona Fide Request process.
- 1.13 As soon as identified, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.14 As soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for Network Elements or Combinations. Ameritech shall indicate its new committed due date as soon as such date is available.
- 1.15 Within twenty-four (24) hours of Requesting Carrier's request, Ameritech will perform cooperative testing with Requesting Carrier (including trouble shooting to isolate any problems) to test Network Elements or Combinations purchased by Requesting Carrier in order to identify any performance problems.
- 1.16 Subject to Article IX, Network Elements and Combinations will be provisioned with a Combination of customer-specific and bulk orders as specified by Requesting Carrier.
- 1.17 When Requesting Carrier orders Network Elements or Combinations that are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality of such Network Elements. There shall be no charge for such interconnection. Consequently, for Ameritech retail Customers who simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for Requesting Carrier to collocate equipment in Ameritech Central Offices to connect the unbundled Network Element. If shared Network Elements are used, Ameritech will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed-upon grade of service.

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1.18 Ameritech shall provide to Requesting Carrier upon request:

- (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLI;
- (b) a listing by street address detail, of the service coverage area of each switch CLI;
- (c) when available, all engineering design and layout information for each Network Element and Combination; provided that Requesting Carrier shall pay Ameritech for the costs incurred by Ameritech to provide Requesting Carrier with copies of such information;
- (d) a listing of all technically available functionalities for each Network Element or Combination; and
- (e) advanced information on the details and requirement for planning and implementation of NPA splits.

1.19 Promptly after the Effective Date^{19/}, Ameritech shall provide Requesting Carrier an initial electronic copy of the following information:

- (a) Street address verification;
- (b) Switch identification by service address; and
- (c) Switch feature verification.

Electronic updates to such information shall be provided monthly to Requesting Carrier as changes are made to such information.

1.20 For orders of Network Elements (and INP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.

^{19/} Because the terms of this Agreement are the result of Requesting Carrier's adoption under Section 252(i) of the Act of the AT&T Agreement, the Parties agree that the term "Effective Date", for purposes of this Section 1.19 of Schedule 9.5, shall mean January 14, 2000.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Loops via Collocation or in accordance with Article IX of this Agreement at the Ameritech Wire Center where that element exists and each Loop shall be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to Requesting Carrier. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of Requesting Carrier's request notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then at its discretion make a Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 2.2.2 of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in Schedule 9.10 of this Agreement shall not apply to unbundled Loops provided under this Section 2.1.2.

2.1.3 If Requesting Carrier orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be requested where technically feasible to meet the specification using such distance extensions and additional rates and charges shall apply as set forth at Item V of the Pricing Schedule.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

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2.2 Provisioning of Unbundled Loops.

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

2.2.1 Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a "**Service Order**") using the electronic interface described on Schedule 9.2.6. Within forty-eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the firm order commitment ("**FOC**") date according to the applicable Ameritech Network Element Performance Benchmarks set forth in Section 9.10 of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Ameritech shall provision unbundled Loops in accordance with the time frames set forth on Schedule 9.10 or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech agrees to coordinate with Requesting Carrier at least forty-eight (48) hours prior to the due date a scheduled conversion date and time (the "**Scheduled Conversion Time**") in the "**A.M.**" (12:00 midnight to 12:00 noon) or "**P.M.**" (12:00 noon to 12:00 midnight) (as applicable, the "**Conversion Window**").

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "**New Conversion Time**"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.2.5 Ameritech shall test for Requesting Carrier dial-tone ("**Dial Tone Test**") at Requesting Carrier's Virtual Collocated equipment during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Scheduled Time, as applicable). Ameritech shall perform the Dial Tone Test at no charge for one Contract Year. Thereafter, Ameritech shall charge Requesting Carrier for Dial Tone Test on a time and materials basis.

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2.2.6 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled Network Element at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If Requesting Carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

2.2.7 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard "electronic bonding" interface (EBI) and are handled by the Ameritech Unbundling Service Center ("USC"). The USC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

3.0 Network Interface Device Capability.

3.1 Ameritech will provide Requesting Carrier access to NIDs in a manner that will permit Requesting Carrier to connect its loop facilities to the Customer's inside wiring through Ameritech's NID, as required. Requesting Carrier shall establish this connection through an adjoining NID provided by Requesting Carrier.

3.2 Due to the wide variety of NIDs utilized by Ameritech (based on Customer size and environmental considerations), Requesting Carrier may access the Customer's inside wire by any of the following means:

- (a) Where an adequate length of inside wire is present and environmental conditions permit, Requesting Carrier may remove the inside wire from Ameritech's NID and connect that wire to Requesting Carrier's NID;
- (b) Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures;
- (c) Enter Ameritech's loop terminal enclosure located at a multiple dwelling unit ("MDU") for the purpose of accessing Customer premises inside wire and extending such wire to Requesting Carrier's own adjoining NID; or
- (d) Request Ameritech to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., Requesting Carrier, its agent, the building owner or the Customer).

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3.3 If Requesting Carrier accesses the Customer's inside wire as described in Section 2.2(d), the time and materials charges will be billed to the requesting party (i.e., Requesting Carrier, the building owner or the Customer).

3.4 In no case shall Requesting Carrier remove or disconnect Ameritech's loop facilities from Ameritech's NIDs, enclosures, or protectors.

3.5 In no case shall Requesting Carrier remove or disconnect ground wires from Ameritech's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, Ameritech will work with Requesting Carrier to develop specific procedures to establish the most effective means of implementing this Section 3.0.

4.0 Unbundled Local Switching

4.1 Access to Unbundled Local Switching.

4.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Switching via Collocation or in accordance with Article IX of this Agreement at the Ameritech Wire Center where that element exists and each line-side and/or trunk-side port will be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

4.1.2 Ameritech shall provide Requesting Carrier access to its Unbundled Local Switching at each of Ameritech's Wire Centers and will provide Requesting Carrier all available basic local switching functions and basic capabilities the switch is capable of providing which Ameritech currently makes available to its local Customers, or for which Ameritech OSS functions are capable of provisioning pursuant to a Bona Fide Request.

4.1.3 Unbundled Local Switching also provides access to additional features and capabilities that the switch has available for activation. Requesting Carrier has the capability of activating these features on a line-by-line basis via an electronic interface. The additional features available for activation on the basic Unbundled Local Switching include:

- (a) vertical features;
- (b) Custom Calling, Custom Local Area Signaling Service features ("CLASS") features; and
- (c) Centrex features.

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4.1.4 Other basic and/or additional capabilities, functions and features that are not then available for activation on the switch may be requested as optional special capabilities. Ameritech will provide these special capabilities if technically feasible and upon Requesting Carrier's Bona Fide Request. Requesting Carrier will pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the requested capability.

4.1.5 Unless already provided by Ameritech as a service offering, and if not, upon Requesting Carrier's Bona Fide Request, Ameritech will provide any technically feasible customized local routing of traffic through Unbundled Local Switching by class of call (e.g., operator, directory assistance, 9-1-1, toll, local, etc.). Ameritech will develop and provide any requested customized routing the switch is capable of providing, upon agreement by Requesting Carrier to pay recurring and nonrecurring costs of developing, installing, updating, providing and maintaining such custom routing.

4.1.6 Ameritech provides, on an optional basis, the ability to connect line-side ports and/or trunk-side ports within the same switch with a group of common attributes. An example, is a request for Unbundled Local Switching to provide a Centrex service with intercom calling within the system and with certain common features. The attributes available include intercom calling, group call pick-up, and Automatic Route Selection. Intercom calling is defined as the ability of the line-side ports to call one another by dialing 3-7 digits. Group call pick up is defined as allowing one line-side port to answer a call directed to another line-side port in the same call pick-up group. ARS is defined as the ability to route calls to a specific group of trunk-side ports.

4.1.7 Ameritech will switch traffic through its local switching element in accordance with Ameritech standard switching translations and screening in use in that switch. The custom routing optional feature enables Requesting Carrier to specify special routing, by class of call, of some or all traffic incoming into its unbundled local switch using any technically feasible routing capability of that switch. Variations in the End Office switching equipment used to provide service in specific locations may cause differences in the operation of certain features. Special routing capabilities that are not otherwise available (i.e., features that the switch is capable of providing) will be developed on an individual basis through the Bona Fide Request process and will be installed, updated, maintained and provided following Requesting Carrier's agreement to pay the applicable costs.

4.2 Provisioning of Unbundled Local Switching.

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

4.2.1 Requesting Carrier shall request Unbundled Local Switching from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a "Service Order") using the electronic interface described on **Schedule 9.2.6**. In addition, pre-ordering functions are supported via electronic data interchange (EDI) format as utilized for Resale Services. Within forty-eight (48)

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hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the firm order commitment ("**FOC**") date by which the Unbundled Local Switching ports covered by such Service Order will be installed.

Where connection of the Unbundled Local Switching port(s) to customized routing is required by Requesting Carrier, the specific custom routing pattern desired must already exist. In those instances where the custom routing pattern does not already exist, Requesting Carrier may request the development and establishment of such customer routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, Requesting Carrier may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is established, (b) offer the Customer resale on an interim basis, or (c) convert the existing basic office routing pattern. If Requesting Carrier elects option (c) and later desires to convert the Unbundled Local Switching port using Ameritech's office routing pattern to a customized routing pattern, an additional Line Connection Charge will apply.

4.2.2 Ameritech agrees to coordinate with Requesting Carrier at least forty-eight hours prior to the due date a scheduled conversion date and time (the "**Scheduled Conversion Time**") in the "**A.M.**" (12:00 midnight to 12:00 noon) or "**P.M.**" (12:00 noon to 12:00 midnight) (as applicable, the "**Conversion Window**").

4.2.3 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "**New Conversion Time**"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

4.2.4 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "**live**" Telephone Exchange Service to the connection of an unbundled Network Element at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element.

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If Requesting Carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional coordination charge (other than the applicable standard service order and line connection charges).

Ameritech shall provide to Requesting Carrier equivalent functionality of blocking calls (e.g., 900, 976 and international calls) as provided to Ameritech's retail Customers.

4.2.5 When ordering a Local Switching Element, Requesting Carrier may order from Ameritech separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.

4.2.6 Unless otherwise directed by Requesting Carrier and to the extent technically feasible, when Requesting Carrier orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability.

4.3 Tandem Switching.

4.3.1 Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a switch for the purpose of routing a call or calls. Unbundled Tandem Switching is ordered using electronic interfaces. Trunk-side ports are ordered using the Access Service Request ("ASR") which provides for electronic ordering based on industry standards adopted through OBF. ASR is the process used as of the Effective Date to order Exchange Access Services. Both pre-ordering and ordering functions and access to associated Operations Support Systems functions are supported electronically through these interfaces.

4.3.2 Ameritech will service, operate, and maintain the unbundled Tandem Switching for Requesting Carrier at parity with the service, operation, and maintenance Ameritech provides to itself, its subsidiaries, Affiliates and any other person. Unless requested otherwise, where applicable and technically feasible, Ameritech will provide unbundled Tandem Switching using the same specifications, interfaces, parameters, intervals, procedures and practices it uses to provide comparable Tandem Switching for all other Customers and carriers. Any feature or function existing in the Tandem Switch will be provided to Requesting Carrier on a non-discriminatory basis. Congestion control and overflow routing will be provided on a non-discriminatory basis.

4.3.3 Tandem Switching performance will be measured to ensure parity with all other Telecommunications Carriers that are interconnected with Ameritech. Performance will be measured on switching, call recording, and network management controls.

4.3.4 Switch downtime will be measured through FCC reportable incidents report. CPI Index will be measured calls blocked and customer out of service incidents.

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4.3.5 Electronic Billing Accuracy Centers (EBAC) measures billing errors from the CABS error hold file report. Ameritech employs RAVE/A&T which enables on-line investigation of AMA volumes and will alert EBAC to possible AMA recording failures.

4.3.6 Congestion Control and overflow criteria are set by the use of NTMOS Surveillance system which polls EDAS and NMA data on call volumes and make busy standards. Ameritech sets automatic thresholds with preplan routing and overflow selection. The system is also monitored via a manual surveillance system early recognition of performance problems.

5.0 Interoffice Transmission Facilities.

Ameritech shall:

5.1 Provide Requesting Carrier exclusive use of Interoffice Transmission Facilities dedicated to Requesting Carrier, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including Requesting Carrier;

5.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Requesting Carrier could use to provide Telecommunications Services;

5.3 Permit, to the extent technically feasible, Requesting Carrier to connect such interoffice facilities to equipment designated by Requesting Carrier, including Requesting Carrier's Collocated facilities; and

5.4 Permit, to the extent technically feasible, Requesting Carrier to obtain the functionality provided by Ameritech's digital cross-connect systems separate from dedicated transport.

6.0 Signaling Networks and Call-Related Databases

6.1 Signaling Networks.

6.1.1 If Requesting Carrier purchases Switching Capability from Ameritech, Ameritech shall provide access to its signaling network from that switch in the same manner in which Ameritech obtains access to such switch itself. In addition, Ameritech shall provide Requesting Carrier access to Ameritech's signaling network for each of Requesting Carrier's switches when Requesting Carrier uses its own switching facilities. This connection shall be made in the same manner as Ameritech connects one of its own switches to an STP. Notwithstanding the foregoing, Ameritech shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit Requesting Carrier to link its own STPs directly to Ameritech's switch or call-related databases.

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6.1.2 If Requesting Carrier has its own switching facilities, Ameritech shall provide Requesting Carrier access to STPs to each of Requesting Carrier's switches, in the same manner in which Ameritech connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from Requesting Carrier's switch to Ameritech's STP, or linking Requesting Carrier's switch to its own STP and then connecting that STP to Ameritech's STP via a "B" or "D" link); provided that Ameritech shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of Requesting Carrier's own STPs to Ameritech's switch or call-related databases or (iii) unbundle an SCP from its associated STP.

6.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that Requesting Carrier's switch is compatible with Ameritech's SS7 network;
- Certification that Requesting Carrier's switch is compatible with Ameritech's AIN SCP;
- Certification that Requesting Carrier's switch is compatible with a desired AIN application residing on Ameritech's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by Requesting Carrier, so that Ameritech can provide sufficient SS7 resources for Requesting Carrier and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by Ameritech's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide Requesting Carrier access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases by means of physical access at the STP linked to the unbundled database.

6.2.2 If Requesting Carrier purchases Unbundled Local Switching, Requesting Carrier may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If Requesting Carrier has deployed its own switch, and has linked that switch to Ameritech's signaling system, Requesting Carrier shall be given access to Ameritech's SCP in a manner that allows Requesting Carrier to provide any call-related, database-supported services to Customers served by Requesting Carrier's switch. If the Implementation Team is unable to agree in the Implementation Plan to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. Ameritech shall provide Requesting Carrier access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by Requesting Carrier so that Ameritech can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within Ameritech's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

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6.3 Service Management Systems.

6.3.1 Ameritech shall provide Requesting Carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into Ameritech's Service Management System ("SMS"). In addition, Ameritech shall provide Requesting Carrier equivalent access to design, create, test, and deploy Advanced Intelligent Network.

6.3.2 Access will provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself (e.g., submitting magnetic tapes if Requesting Carrier inputs magnetic tapes, or through an electronic interface equivalent to that used by Requesting Carrier). The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

6.3.3 Ameritech shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

7.0 **Operations Support Systems Functions**

7.1 Ameritech shall provide Requesting Carrier access to Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

7.2 Ameritech shall also provide Requesting Carrier access to the functionality of any internal gateway systems Ameritech employs in performing the above-listed OSS functions for its own Customers. A "gateway system" means any electronic interface Ameritech has created for its own use in accessing support systems for providing any of the above-listed OSS functions.

8.0 **Operator Services and Directory Services.**

8.1 Ameritech shall provide Requesting Carrier access to Ameritech's Operator Service and Directory Assistance facilities where technically feasible.

8.2 Ameritech shall provide unbundled Operator Services ("OS") and Directory Assistance ("DA") to Requesting Carrier in conjunction with Telephone Exchange Service provided to Requesting Carrier as a purchaser of Resale Services and as an Unbundled Local Switching Network Element or directly as a separate Network Element. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to Requesting Carrier and will be updated as such DA services are provided in additional NPA/Exchange Areas.

8.3 Requesting Carrier will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech

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facilities for access to unbundled OS and DA services. Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech's operator service switch. Specifically, Requesting Carrier shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which Requesting Carrier will deliver its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, if technically feasible, enable Requesting Carrier to deliver its OS or DA traffic to the operator service switch most closely located to the Requesting Carrier's NPA/exchange originating the call.

8.4 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

8.5 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

8.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. Requesting Carrier has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

8.7 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with Ameritech facilities.

8.8 Requesting Carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and OS offices. Requesting Carrier will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

8.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from resellers of its Telephone Exchange Service, and for Requesting Carrier, so Requesting Carrier can provide its own OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to Requesting Carrier. In either case, Requesting Carrier is required to obtain any required custom routing and to arrange for or provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

8.10 Upon request, and as technically feasible, Ameritech will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling Requesting Carrier to provide its own OS or DA service, or as otherwise authorized by the FCC or the Commission. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the

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facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.11 Specifically, upon request, Ameritech will provide through an electronic interface, unbundled access to its DA database to permit Requesting Carrier to have its local exchange directory assistance listings in the areas incorporated into the database, and/or to read the DA listing (with the exception of non-published listing) in that database for the purpose of providing its own DA service. Such unbundled access will be provided in a technically feasible manner based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such network element.

8.12 Access of resellers and Requesting Carrier to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other customers of its DA and OS services. Upon request, Ameritech will, as technically feasible, provide a different quality of service, upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, maintaining and repairing access to and provision of the Network Element at such quality of service.

8.13 Requesting Carrier will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information. Requesting Carrier will furnish to Ameritech all information necessary for the provision of OS and DA.

8.13.1 To the extent that Requesting Carrier does not mirror Ameritech's operator surcharge rates, then Ameritech will, if technically feasible, enter Requesting Carrier's surcharge rates into Ameritech's rate tables, and will charge Requesting Carrier for changing those tables at the rates then charged by Ameritech for such service.

8.13.2 For DA services, Requesting Carrier will furnish Ameritech ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by Ameritech and network information necessary to provide for the direct trunking of the DA calls.

8.13.3 Requesting Carrier will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Requesting Carrier will inform Ameritech of other changes in the records on a mutually agreed-upon schedule.

8.14 Upon request, and as technically feasible, Ameritech will re-brand such OS and DA services based upon Requesting Carrier's obtaining or providing any required facilities, services, Network

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Elements and custom routing, and their agreement to pay rates that compensate Ameritech for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, Requesting Carrier must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers.

8.15 Branding: Re-branding is available as follows:

- (a) Mechanized front-end branding is available for all manual and automated OS calls.
- (b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.
- (c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.
 - (1) Such calls can be manually handled and branded.
 - (2) If Customer desires mechanized branding, the feature can be installed if Requesting Carrier pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with Ameritech's name as the provider of the service. Upon request from Requesting Carrier, and as technically feasible, Ameritech will re-brand OS and DA traffic from Requesting Carrier's telephone exchange lines, or to Requesting Carrier's unbundled OS or DA network element. Re-Network Element. Re-branded service requires that Requesting Carrier arrange to have the subject OS or DA traffic delivered to Ameritech's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable.

Re-branding is provided at rates that recover Ameritech's costs of developing, installing, providing and maintaining such service.

8.16 Requesting Carrier grants to Ameritech during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for providing DA information, and will not be disclosed to third parties. This section does not prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

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8.17 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

SCHEDULE 9.10

NETWORK ELEMENT PERFORMANCE BENCHMARKS

A. Non-DS1 Loops-Standard Intervals

<u>Volume*</u>	<u>Interval</u>
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

1. Facilities Available	Interval
completed on time	7 Business Days
Facilities or Force	Negotiated

C. DS3-Unbundled Local Transport Negotiated Interval

D. OC-N-Unbundled Local Transport Negotiated Interval

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**SCHEDULE 10.1
RESALE SERVICES**

The Resale Services provided by Ameritech hereunder and the rates, charges, and prices for such Resale Services are set forth in ILL. C.C., No. 19, Part 22 and ILL. C.C., No 20, Part 22.

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SCHEDULE 10.3.1

**GRANDFATHERED SERVICES AND SUNSETTED SERVICES
ILLINOIS**

The following list contains Grandfathered Services which are found in Part 20 of either ICC No. 19 for competitive services, or ICC No. 20 for non-competitive services.

ICC No. 19

Integrated Information Network
Centrex Switching Service
Centrex Service
Ameritech Integrated Digital Network
Ameritech Central Office Information Manager Service
Ameritech Business Solutions Centrex
Nondedicated 800/312 NPA Service

ICC No. 20

Centrex
Starline
Ameritech Custom Business Service
Public Switched Digital Service
Intercom Calling Service
Single Line Premiere Communications Service
Ameritech Service Management System
Lobby Interphone Service for Multiple Apartment Buildings
Hotel Service
Message Register Service
Nondedicated 800/312 NPA Service
Customized Intercept
Series 7000 Channel Services
Series 10000 Channel Service (Entrance Facilities)
Joint Use Arrangements^{20/}
Direct High Capacity Service
Delta 24 Channel Services
Dataphone Select-a-Station Service

^{20/} Sunsetted service, all other services are grandfathered. In addition, Distinctive Ringing Service will be withdrawn and Basic 911 service will be grandfathered effective 11/11/96.